ENQPY™ OPEN-INFRASTRUCTURE PATENT NON-ASSERTION COVENANT

Grantor: NQP LLC, a Virginia limited liability company, with its principal place of business at Manassas, VA 20112 ("NQP" or "Grantor").

Effective Date: June 1, 2026 (the "Effective Date").

Recitals.

WHEREAS, NQP is the inventor and owner of the Enqpy™ symmetric stream cipher and holds the patent portfolio identified in §1 below;

WHEREAS, the Enqpy™ Foundation Inc., a Delaware nonstock nonprofit corporation formed in April 2026 (the "Foundation"), exists to steward the Enqpy™ technical record, the public reference implementation, the trademarks, and the conformance program for durable public benefit;

WHEREAS, NQP and the Foundation share the purpose of making the Enqpy™ cipher available as foundational, patent-safe public infrastructure for cryptography, while preserving a sustainable commercial structure around assurance, certification, performance, and support;

WHEREAS, NQP intends that the cipher itself be free for the world to use, implement, port, distribute, standardize, and deploy, without patent assertion by NQP against conforming implementations;

NOW, THEREFORE, NQP irrevocably covenants as follows.

---

1. Definitions

1.1 "Covered Patents" means:

(a) U.S. Provisional Patent Application Nos. **64/030,651; 64/030,659; 64/030,684; 64/030,693; 64/030,698; and 64/030,706** (the "Provisionals");

(b) PCT Application No. **PCT/US26/22552**, including all designated territories;

(c) all patents and patent applications issuing from, claiming priority to, or sharing common subject matter with the Provisionals or the PCT, in any jurisdiction worldwide, including without limitation continuations, continuations- in-part, divisionals, reissues, re-examinations, substitutes, and foreign counterparts; and

(d) any other patent or patent application now or hereafter owned, controlled, or licensable (with the right to grant non-assertion) by NQP or any of its Affiliates that, absent this Covenant, would be infringed by the making, using, selling, offering for sale, importing, or distribution of a Covered Implementation within the Covered Field of Use.

For the avoidance of doubt, **Covered Patents do not include any patents owned by any third party, including without limitation HST Global, Inc., its successors, or its assignees**; this Covenant grants no rights in such third-party patents.

1.2 "Covered Implementation" means any implementation of the Enqpy™ cipher, in software, hardware, firmware, or any combination, that conforms to the Enqpy™ public specification — meaning that the implementation, when given the inputs specified in the published test vectors at **github.com/nqp-llc/enqpy** (or any successor canonical repository designated by the Foundation), produces the corresponding specified outputs. **Technical conformance** under this Section is *not* the same as, and does not require, Foundation **certification**; an implementation is a Covered Implementation if it conforms in fact, whether or not it has been certified.

1.3 "Covered Field of Use" means the making, using, importing, offering for sale, selling, distributing, modifying, and otherwise practicing of a Covered Implementation, by any Person, for any purpose, in any field — including without limitation open-source software implementations under any open-source license; inclusion in cryptographic libraries, programming-language runtimes, operating- system distributions, and package ecosystems; submission to, evaluation by, and implementation within standards bodies (including IETF, NIST, ISO, IEEE, IRTF, and any successor or analogous body, whether national or international); academic and educational research and instruction; public-interest and humanitarian deployment; and **commercial deployment, at any scale**, of a Covered Implementation in any product or service.

1.4 "Person" means any natural person, organization, partnership, association, corporation, governmental entity, or other legal entity.

1.5 "Beneficiary" means any Person practicing within the Covered Field of Use. This Covenant runs to the world and is intended to benefit all Persons without limitation, subject only to §4 (Defensive Termination).

1.6 "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity, where "control" means the ownership of more than fifty percent (50%) of the voting equity or the power to direct or cause the direction of management and policies.

1.7 "Reserved Activities" means the activities described in §3 below, which are expressly outside the scope of this Covenant.

---

2. The Covenant Not to Assert

2.1 Grant. Subject to §4 (Defensive Termination), NQP hereby irrevocably covenants and agrees that it will not, and will not authorize, instruct, or assist any Person to, assert any claim of any Covered Patent against any Beneficiary for or arising out of any act within the Covered Field of Use.

2.2 Scope. This Covenant applies worldwide, in every jurisdiction in which any Covered Patent is or becomes enforceable, for the entire enforceable term of each such Covered Patent.

2.3 Reliance. This Covenant is intended to be relied upon by all Beneficiaries, whether or not they are in privity with NQP and whether or not they receive any notice of this Covenant. Any Beneficiary may rely on this Covenant as a defense to any claim of infringement of a Covered Patent arising out of any act within the Covered Field of Use.

2.4 No License of Other Rights. This Covenant is a covenant not to assert the Covered Patents within the Covered Field of Use. It is **not**, and shall not be construed as, a license or assignment of any copyright, trademark, trade secret, or other intellectual property right of NQP or any other Person. The *NQP LLC Public License for Enqpy™* (Rev 2.0 or later) separately governs copyright in NQP's reference implementation; the *Enqpy™ Trademark Use Guidelines* and *Trademark Assignment* separately govern the Enqpy™ and EnqpyADS™ trademarks.

2.5 Successors and Assigns. This Covenant runs with the Covered Patents. NQP shall not assign, transfer, exclusively license, sell, or otherwise convey any Covered Patent except subject to this Covenant, and any transferee or successor in interest takes such Covered Patent bound by this Covenant. **Any purported assignment or transfer of a Covered Patent that does not expressly preserve this Covenant is void to the extent it would impair this Covenant.**

---

3. Reserved Activities (Not Within the Covenant)

Nothing in this Covenant grants any right or permission with respect to, and the Covenant does not apply to, the following Reserved Activities — each of which remains governed by separate agreement with NQP, the Foundation, or both:

3.1 Use of the **Enqpy™, EnqpyADS™, or Enqpy™-Certified** trademarks (or any colorable imitation thereof), which is governed by the Trademark Use Guidelines maintained by the Foundation and by separate trademark licensing.

3.2 Use of the term **"Enqpy™-Compatible"** as a product designation, status claim, or marketing claim, which (consistent with the LICENSE §D and the Trademark Use Guidelines) is reserved to implementations that have received Foundation certification under the Conformance Specification and a trademark license.

3.3 Foundation conformance certification, the **Conformant Implementation** review process, and listing in the Foundation's public registry.

3.4 NQP's **proprietary high-performance implementations** of the Enqpy™ cipher, including without limitation any optimized FPGA, ASIC, HDL, or other non-public-reference implementation distributed by NQP, which are protected by copyright and trade-secret rights independent of this Covenant.

3.5 Support, integration, training, audit, advisory, indemnity, service-level, and warranty offerings of NQP or the Foundation.

3.6 NQP's **Partner Program** (Certified Product, Enqpy Inside, Custom Implementation, Premier Technical, and Hardware Integration categories), each governed by separate Partner Program agreements.

3.7 Any **signed commercial patent license and indemnity** that NQP may offer, at its sole discretion, to a Beneficiary seeking executed contractual paper in addition to the protection of this Covenant.

For the avoidance of doubt: a Beneficiary's practice within the Covered Field of Use does **not** require any of the Reserved Activities. The Covenant is self-sufficient to make the Covered Patents non-asserted against such practice.

---

4. Defensive Termination

4.1 Trigger. If a Beneficiary (or any Affiliate of such Beneficiary) initiates or voluntarily joins a patent-infringement action — by filing a complaint, counterclaim, cross-claim, or analogous proceeding — alleging that (a) the Enqpy™ cipher or any Covered Implementation infringes any patent, or (b) NQP or the Foundation, or any of their respective directors, officers, employees, agents, or successors, infringes any patent through any act substantially related to the Enqpy™ cipher, the Covered Implementation, or the activities of the Foundation, then this Covenant shall, as of the date of such initiation or joinder, be **suspended** as to that Beneficiary and its Affiliates with respect to all Covered Patents.

4.2 Effect of Suspension. During suspension, NQP retains the full right to assert any Covered Patent against the suspended Beneficiary and its Affiliates, notwithstanding any other provision of this Covenant.

4.3 Restoration. Suspension is automatically and permanently terminated, and this Covenant shall be reinstated as to the suspended Beneficiary, upon the withdrawal, dismissal with prejudice, or final non-appealable resolution in favor of NQP or the Foundation of the triggering action, *provided that* NQP may, in its sole discretion, decline to restore Covenant protection if doing so would, in NQP's reasonable judgment, expose NQP, the Foundation, or the Enqpy™ ecosystem to ongoing patent-litigation risk from the same Beneficiary.

4.4 No Effect on Other Beneficiaries. Suspension under this §4 applies only to the triggering Beneficiary and its Affiliates. All other Beneficiaries continue to enjoy the full benefit of this Covenant.

4.5 No Suspension for Defensive Action. Nothing in this §4 shall cause suspension as a result of a Beneficiary's defensive assertion of patents *in response to* an infringement action first brought by NQP or its Affiliates.

---

5. Standards Body Commitment

If NQP submits the Enqpy™ cipher, or any portion of the subject matter of the Covered Patents, to any standards-setting organization, NQP shall make whatever royalty-free or RAND-Z licensing commitment is required by that organization's intellectual-property-rights policy with respect to implementation of the resulting standard. This Section is intended to confirm and effectuate NQP's intention that the Enqpy™ cipher be available for adoption by standards bodies worldwide.

---

6. Coordination with the NQP Public License

This Covenant supplements and is read together with the *NQP LLC Public License for Enqpy™* (Rev 2.0 or later) (the "Public License"). In the event of any conflict between this Covenant and the Public License with respect to patent rights in the Covered Field of Use, the more permissive provision (i.e., the provision granting the broader patent-safety to the Beneficiary) governs. The Public License's copyright terms with respect to NQP's reference implementation, and its other provisions not relating to patent rights, are unaffected by this Covenant.

---

7. Foundation as Steward

NQP acknowledges the role of the Foundation as the public-benefit steward of the Enqpy™ technical record, the public reference implementation, the trademarks, and the conformance program. The Foundation is hereby acknowledged as an intended **third-party beneficiary** of this Covenant, with standing to assert the durability provisions of §§ 2.5, 8, and 9 against NQP or any successor in interest.

---

8. Irrevocability and Durability

8.1 Irrevocable. This Covenant is irrevocable. NQP shall have no right to revoke, terminate, rescind, modify in a manner adverse to any Beneficiary, or withdraw this Covenant in whole or in part, except as expressly provided in §4 (Defensive Termination) with respect to a suspended Beneficiary.

8.2 No Adverse Modification. Any amendment, modification, supplement, restatement, or successor instrument to this Covenant shall be effective only to the extent it is **at least as protective** of Beneficiaries within the Covered Field of Use as this Covenant. Any purported modification reducing the protection of Beneficiaries is void.

8.3 Term. This Covenant remains in effect for the full enforceable term of each Covered Patent in each jurisdiction, until that Covered Patent expires, is abandoned, is invalidated by final non-appealable judgment, or is dedicated to the public.

8.4 No Implied Limitations. No course of conduct, delay in enforcement, failure to act, or other inaction by NQP shall operate to limit, narrow, or qualify this Covenant.

---

9. Publication and Notice

9.1 Publication. NQP shall publish this Covenant, with its Effective Date, on the Enqpy™ website (currently **enqpy.com**) and in the public code repository for the Enqpy™ reference implementation (currently **github.com/nqp-llc/enqpy**). Successor URLs designated by NQP or the Foundation shall be deemed substituted automatically.

9.2 Notice in Successor Documents. NQP shall ensure that the *NQP LLC Public License for Enqpy™*, the README, and the *Conformance Specification* each include a reference to and link to this Covenant.

9.3 Notice to Transferees. NQP shall, in any agreement assigning, transferring, or exclusively licensing any Covered Patent, give the transferee or licensee actual written notice of this Covenant and shall require acknowledgment in writing that the Covered Patent is taken subject to it.

---

10. Representations and Warranties

10.1 NQP represents that it owns the Provisionals and the PCT identified in §1.1(a) and (b), and has the right and authority to make this Covenant binding on itself and its successors and assigns.

10.2 Except as expressly stated in §10.1, this Covenant is provided **"as is"**, and NQP makes no representation or warranty of any kind, including without limitation any warranty of non-infringement of third-party patents, the validity or enforceability of any Covered Patent, the merchantability or fitness of the Enqpy™ cipher for any particular purpose, or any other matter. **No Beneficiary acquires any right by virtue of this Covenant to assert that the Enqpy™ cipher does not infringe any patent not owned by NQP.**

---

11. Miscellaneous

11.1 Governing Law. This Covenant shall be governed by the laws of the State of Delaware, without regard to its conflicts-of-laws principles, except that patent rights and the construction of Covered Patents shall be governed by the law of the jurisdiction in which each Covered Patent is issued.

11.2 Severability. If any provision of this Covenant is held invalid or unenforceable in any jurisdiction, the remainder shall remain in full force and effect in that jurisdiction, and the invalid or unenforceable provision shall be interpreted to give it the maximum effect permitted by law consistent with the intent of the parties.

11.3 No Waiver. No failure or delay by NQP in exercising any right under this Covenant shall operate as a waiver of that right; nor shall any waiver of any provision constitute a waiver of any other provision or any subsequent breach.

11.4 Entire Covenant. This Covenant, together with the *NQP LLC Public License for Enqpy™* and the Trademark Use Guidelines, constitutes the entire understanding of NQP with respect to the Covered Patents and the Covered Field of Use, and supersedes any prior or contemporaneous communication on these subjects.

11.5 Headings. Headings are for convenience and do not affect interpretation.

Execution

IN WITNESS WHEREOF, NQP LLC has executed this Open-Infrastructure Patent Non-Assertion Covenant as of the Effective Date.

NQP LLC

By: _____

Name: R. Paul McGough

Title: Founder and Managing Member

Date: June 1, 2026

Acknowledged and accepted by the Enqpy™ Foundation Inc., as the public- benefit steward of the Enqpy™ technical record and named third-party beneficiary under §7:

ENQPY™ FOUNDATION INC.

By: _____

Name: R. Paul McGough

Title: Founder Chair

Date: June 1, 2026